

1 RAM & OLSON
 2 Michael F. Ram (SBN 104805)
 mrami@ramolson.com
 3 555 Montgomery Street, Suite 820
 San Francisco, CA 94111
 4 Telephone: (415) 433-4949
 Facsimile: (415) 433-7311

5
 6 EDELSON & ASSOCIATES, LLC
 Marc H. Edelson (*Pro Hac Vice*)
 medelson@edelson-law.com
 7 45 W. Court Street
 Doylestown, PA 18901
 Telephone: (215) 230-8043
 9 Facsimile: (215) 230-8735

10 SPECTOR, ROSEMAN KODROFF & WILLIS, P.C.

11 Jeffrey L. Kodroff (*Pro Hac Vice*)

jkodroff@srgw-law.com

12 John A. Macoreta
 JMacoreta@srgw-law.com
 13 1818 Market Street, Suite 2500
 Philadelphia, PA 19103
 14 Telephone: (215) 496-0300
 15 Facsimile: (215) 496-6611

16 Attorneys for Plaintiffs and the Class

CV 10 695

HRL

19
 20 UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 21 (SAN JOSE DIVISION)

22 NORMAND PERRON, and G. DAVID
 23 HATFIELD, on behalf of themselves and all
 others similarly situated,

24 Plaintiffs,

25 v.

26 HEWLETT-PACKARD COMPANY, a
 Delaware corporation,

27 Defendant.

28 CASE NO.

CLASS ACTION

CLASS ACTION COMPLAINT FOR
 DAMAGES, RESTITUTION AND
 INJUNCTIVE RELIEF

DEMAND FOR JURY TRIAL

ORIGINAL
 FILED
 2010 FEB 18 PM 1:20 IS
 RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 ENDING

1 Plaintiffs Normand Perron and G. David Hatfield ("Plaintiffs"), individually and on
2 behalf of the Class and Subclasses defined below, bring this action for damages, restitution and
3 injunctive relief against defendant, Hewlett-Packard Company ("HP" or "Defendant"),
4 demanding a trial by jury, and complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Defendant Hewlett-Packard Company ("HP"), one of the world's leading
7 computer companies, designs, manufactures, markets, advertises, promotes, distributes and
8 knowingly sells HP Pavilion notebook computers, Series 6000 and 9000 and Presario Series
9 6000, also known as the DV 6000, V6000 and DV 9000 notebooks ("HP Notebook Computers")
10 that are inherently defective and prone to frequent wireless failures.

11 2. Almost as soon as the HP Notebook Computers even reached the market, HP
12 knew that the HP Notebook Computers (a) failed at unacceptably high rates; (b) contained
13 inherent defects that are substantially certain to manifest by failing before the end of the HP
14 Notebook Computers' useful life; and (c) were not of merchantable quality.

15 3. Defendant HP made a material misrepresentation in its Limited Warranty (that its
16 Notebook Computers were free from defects) and concealed material information (the wireless
17 defect) in the marketing, advertising, promotion, distribution and sale of HP Notebook
18 Computers.

19 4. But for Defendant HP's material misrepresentation and concealment of material
20 information, Plaintiffs would not have purchased their HP Notebook computers and experienced
21 the failures alleged below.

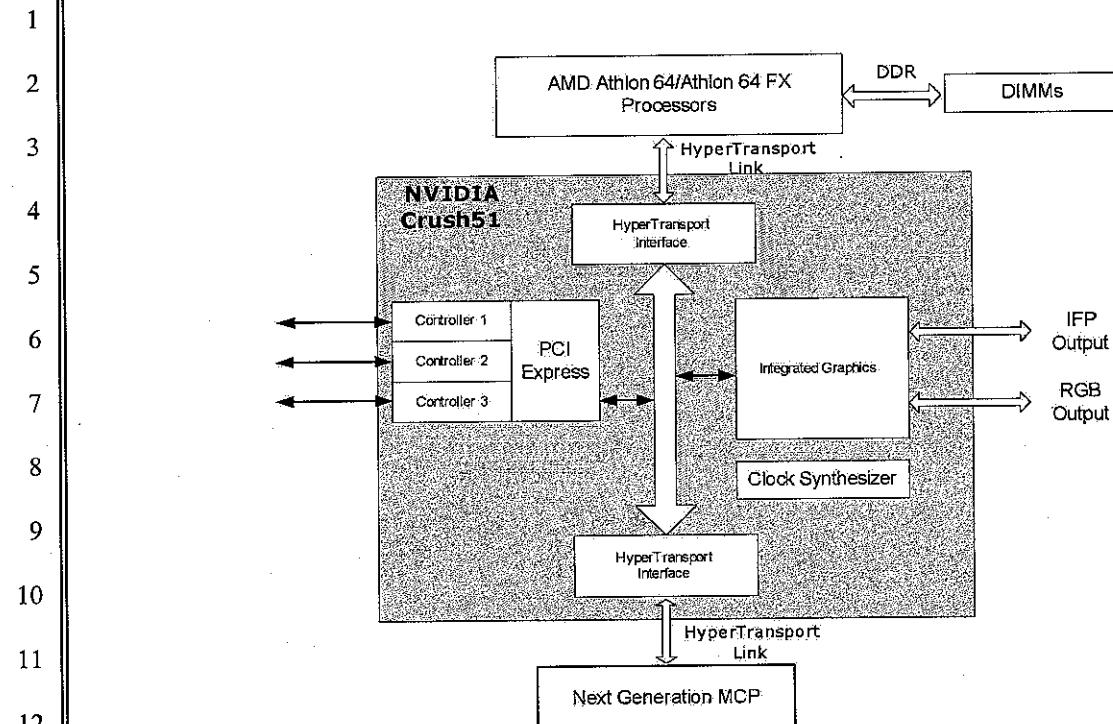
22 5. Additionally, after Plaintiffs purchased their HP Notebook Computers, HP has
23 failed to offer warranty service that effectively remedies the wireless LAN defect they
24 experienced.

1 6. All computers incorporate certain components that are essential for the computer
2 to perform its data, video, audio, and communications processing functions. These components
3 include the motherboard, microprocessor (CPU), memory, video processor (GPU), memory, and
4 the network interface (LAN). Many of these components are manufactured by third party
5 original equipment manufacturers (OEMs) and sold to companies, such as HP, for incorporation
6 into name-branded computers.
7

8 7. The motherboard is the primary printed circuit board in a personal computer. All
9 of the basic circuitry and components required for a personal computer to function are either
10 contained on or attached to the motherboard. The CPU is typically mounted directly onto the
11 motherboard and is the primary element carrying out the computer's functions. The CPU
12 communicates among the computer's remaining components through the motherboard's core
13 logic chipset. The chipset is usually composed of two chips—the northbridge and the
14 southbridge. The northbridge chip is physically and electrically located next to the CPU and
15 serves as a four-way intersection enabling communications among the CPU, memory, graphics,
16 and south bridge.
17

18 8. The HP Notebook Computers at issue here incorporate an nVidia northbridge
19 chip, known as a C 51, that like the CPU, is mounted directly onto the motherboard.
20

21 9. As is indicated by the below graphic, the nVidia C 51 provides the power and data
22 control functions for the wireless LAN installed into the HP Notebook Computers through the
23 PCI Express controller.
24
25
26
27
28



10. Plaintiffs are informed and believes that the nVidia C 51 is defective and prone to
 11 frequent, premature failures, and causes the wireless LAN failures that Plaintiffs, and other Class
 12 Members, experience.

13. The result of the nVidia C 51's defect is that the HP Notebook Computers at issue
 14 here are frequently unable to access the wireless network access features, rendering these
 15 computers unable to connect to the Internet through the internal wireless device.

16. The defect results in Plaintiffs' inability to use his HP Notebook Computer for its
 17 intended purposes.

22 II. JURISDICTION AND VENUE

23. This Court has jurisdiction over this action pursuant to the Class Action Fairness
 24 Act, and particularly, 28 U.S.C. § 1332(d)(2), as the matter in controversy exceeds \$5,000,000.00
 25 and this is a class action in which some members of the class of plaintiffs are citizens of a state
 26 that is different from the principal place of business of Defendant.

14. Venue is proper in this District, and in particular the San Jose Division, under 15 U.S.C. §§ 15, 22, and 26 and 28 U.S.C. § 1391(b) and (c), because HP maintains its headquarters, transacts business, maintains offices, or is otherwise found within this District; and the Defendant's unlawful acts giving rise to Plaintiffs' claims occurred, and a substantial portion of the affected trade and commerce described below has been carried out in this District. See also Exhibit A to this Complaint.

III. THE PARTIES

15. Normand Perron is an adult individual residing in Redondo Beach, California. He bought his HP Presario V6030US notebook computer for personal use on September 26, 2006. The Presario V6030US notebook computer he purchased is one of the DV 6000, V6000 and DV 9000 series of notebook computer that is known to experience the failures more fully described below. The Presario V6030US notebook computer is equipped with the nVidia C51 north bridge and an internal wireless LAN (WLAN).

16. Immediately after his purchase, and well within his first year of ownership,
Plaintiff Perron began to experience the wireless LAN failures that are the subject of this action.
Plaintiff Perron purchased his Presario V6030US notebook computer to connect wirelessly to the
Internet. However, the Presario V6030US notebook computer was unable to remain consistently
connected. Even though his home wireless router is very close to his computer, the wireless
connection was sporadic.

3 17. Plaintiff notified HP's customer service of the failures. Further, Plaintiff Perron
4 requested that HP provide technical assistance in diagnosing the wireless failures on numerous
5 occasions. HP's technical staff diagnosed Plaintiff's computer as having a defective wireless
6 device and sent him another to install into his computer. Plaintiff installed the wireless card but it
7 did not eliminate the failures he was experiencing. HP also provided Plaintiff Perron with the
8 Windows Vista operating system for installation on his Presario V6030US notebook computer to

1 replace the Windows XP operating system originally installed. Like the replacement wireless
2 card, the Vista operating system failed to eliminate the wireless failures.

3 18. Then, within Plaintiff's first year or ownership, HP instructed Plaintiff Perron to
4 send his V6030US notebook computer to HP for warranty service. That repair also failed to
5 eliminate the wireless failures. Nor did Mr. Perron's numerous, frustrating, time consuming calls
6 to HP's technical support not solve the wireless problem.
7

8 19. As alleged below, HP has acknowledged, replacing the wireless cards is not likely
9 to eliminate wireless failures. Further, as several consumers note below, Windows Vista also is
10 not likely to eliminate the wireless failures. Thus, as a result of all of HP's failed repair attempts,
11 Plaintiff Perron is required to utilize rj45 cable whenever he needs to access the Internet, since he
12 cannot rely on the V6030US notebook computer's wireless LAN.
13

14 **B. Plaintiff G. David Hatfield**

15 20. Plaintiff G. David Hatfield is a resident of Knoxville, Tennessee. He owns an HP
16 Pavillion dv6448se that he bought at Best Buy on August 3, 2007. He purchased the computer
17 for business use. Battery problems began approximately 6-7 months after purchase. The battery
18 was replaced. He also had issues with wireless service terminating unexpectedly ever since the
19 laptop was purchased.

20 21. During one call to HP he was instructed to update the BIOS - that was also within
21 the first year he had the computer, in approximately March 2008.
22

22 23. In about April 2009, Mr. Hatfield bought a wireless router for his house and
23 depended on it for internet service. He constantly experienced problems with the computer losing
24 service at that point. He was always turning the computer on and off to get it to reboot.
25

25 26. Recently the wireless connection stopped completely. He tried running the HP
26 Wireless Assistant program, but it would not open. When he contacted HP he was told his
27 computer was 5 months outside the extended warranty period. HP told him that it would cost
28 \$287.00 to repair his computer.

1 **C. Defendant Hewlett-Packard Company**

2 24. Defendant Hewlett-Packard Company is a publicly traded corporation with
3 worldwide corporate headquarters in Palo Alto, California.

4 **IV. CLASS ACTION ALLEGATIONS**

5 25. Plaintiffs brings this action on behalf of themselves, and, pursuant to Federal
6 Rules of Civil Procedure 23(a) and (b)(3), on behalf of the following Class and Consumer
7 Subclass, Warranty Subclass and California Subclass ("class or classes"):

8 **Class**

9 All persons and entities who since August 1, 2006 purchased in the United States
10 HP Pavilion Series 6000 and 9000 and Presario Series 6000 notebook computers,
also referred to as the DV6000, V6000 and DV 9000 series of computers.

11 Excluded from the Class are (1) employees of the defendant, including its officers
or directors; and (2) defendant's affiliates, subsidiaries, or co-conspirators.

12 **Consumer Subclass**

13 All Class members who purchased for personal, family or household purposes,
14 HP Pavilion Series 6000 and 9000 and Presario Series 6000 notebook computers,
also referred to as the DV6000, V6000 and DV 9000 series of computers.

15 **Warranty Subclass**

16 All Class members whose HP Pavilion Series 6000 and 9000 and Presario Series
17 6000 notebook computers, also referred to as the DV6000, V6000 and DV 9000
series of computers, experienced failure of wireless capability within a year of
purchase.

18 **California Subclass**

19 All Class members who are residents of California.

20 26. Class members are sufficiently numerous and geographically dispersed throughout
21 the United States that joinder of all Class members is impracticable. Information as to the
22 identity of the Class members can be determined from records maintained by the Defendant and
23 its agents and by publishing class notice. Fed.R.Civ.P.23(a)(3).

24 27. Plaintiffs' claims are typical of, and not antagonistic to, the claims of the other
25 Class members and, by asserting their claims, Plaintiffs will also advance the claims of all
26 members of the Class who were damaged by the same wrongful conduct of HP. The relief
27 sought is common to the Class. Fed.R.Civ.P. 23(a)(3).

1 28. The common legal and factual questions which do not vary from Class member to
2 Class member and which may be determined without reference to individual circumstances of
3 any Class member include, but are not limited to:

- 4 a. Whether HP represented in its Limited Warranty that HP Notebook
5 Computers are free from defects.
- 6 b. Whether the HP Notebook Computers suffer from a common defect that
7 causes the wireless capability to fail during its reasonable expected life,
8 including, often, in the first year after purchase;
- 9 c. Whether Defendant actively concealed the defect;
- 10 d. Whether Defendant failed to disclose material facts about the HP
11 Notebook Computers;
- 12 e. Whether Defendant failed to provide an adequate and timely fix of the
13 defect;
- 14 f. Whether Defendant breached its express Limited Warranty;
- 15 g. Whether Defendant violated the California Consumers Legal Remedies
16 Act;
- 17 h. Whether Defendant violated the unfairness prong of the California Unfair
18 Competition Law ("UCL");
- 19 i. Whether Defendant violated the unlawful prong of the UCL;
- 20 j. Whether Defendant violated the fraudulent prong of the UCL; and
- 21 k. Whether Class members are entitled to recovery including the proper
22 measure, nature and extent of such relief.

23 29. These common questions and others predominate over questions, if any, that
24 affect only individual members of the Class. Fed.R.Civ.P.23(a)(3).

30. Plaintiffs and their counsel will fairly and adequately represent the interests of the Classes in that Plaintiffs are typical purchasers of HP Notebook Computers. There is no material conflict with any other member of the Classes that would make class certification inappropriate. Plaintiffs have retained attorneys experienced in the prosecution of consumer class actions and Plaintiffs intend to prosecute this action vigorously. Fed.R.Civ.P.23(a)(3).

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class members is impracticable. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts if individual litigation of numerous cases would proceed. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class member. Fed.R.Civ.P.23(a)(3).

32. Prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for the Defendant and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. Fed.R.Civ.P.23(a)(3).

33. Injunctive relief is appropriate as to the Class as a whole because Defendant has acted or refused to act on grounds generally applicable to the Class. Fed.R.Civ.P.23(a)(3).

34. Whatever difficulties may exist in the management of the class action will be greatly outweighed by the benefits of the class action procedure, including, but not limited to, providing Class members with a method for the redress of claims that may not otherwise warrant individual litigation.

V. FACTUAL ALLEGATIONS

35. At all times relevant and material hereto, Defendant HP designed, manufactured, tested, labeled, packaged, distributed, supplied, marketed, advertised, sold, and otherwise distributed to interstate commerce, the HP Pavilion notebook computers, Series 6000 and 9000 and Presario Series 6000 that are the subject of this lawsuit.

1 36. Notebook computers, as opposed to desktop computers, are designed for mobility
2 and convenience. One of the primary uses of a notebook computer is for remote access to the
3 Internet using a wireless connection.

4 37. HP "guaranteed" Plaintiff and members of the class that its computers were
5 reliable; free from defects, and of merchantable quality and workmanship.

6 HP guarantees that the HP Hardware Products that you have purchased or leased
7 from HP are free from defects in materials or workmanship under normal use
during the Limited Warranty Period.

8 See http://welcome.hp.com/country/us/en/privacy/limited_warranty.htm.

9 38. Plaintiffs saw or heard the HP statements alleged in the preceding paragraphs or
10 substantially equivalent statements in HP's advertising. HP's representation regarding the HP
11 Notebook Computers' being free of defects was a material factor and Plaintiffs relied on that
12 statement in deciding to purchase their HP Notebook Computers.

13 39. Contrary to HP's aforementioned representation and guarantee, HP has failed to
14 deliver to Plaintiffs and Class members HP Notebook Computers that were free from defects in
15 materials and workmanship. Rather, HP has delivered to Plaintiffs and the Class HP Notebook
16 Computers that incorporate defective components causing the wireless LAN devices installed in
17 those computers to fail and become inoperative.

18 40. Further, a reasonable consumer expects that HP Notebook Computers will have
19 reliable wireless access for five years, and does not expect that HP Notebook Computers will
20 come with a serious and common design defect that will frequently cause wireless capability to
21 fail before that expected lifetime, often within the first year, as well as harming other related
22 aspects of the computer's performance and reliability, such as the battery.

23 41. The HP Notebook Computers suffer from a common defect that causes a
24 substantial number of the computers' wireless LANs to fail within the first five years, including
25 during the first year of use, rendering the computers unable to connect to the internet.

26 42. In August 2006, HP became aware that HP Notebook Computers had a defective
27 wireless LAN. HP failed to disclose the defect but instead attempted to conceal it with a BIOS
28 update that did not solve the problem but in fact harmed the computers by shortening batter life.

1 HP failed to disclose its knowledge of the defects, and concealed such knowledge by making
2 partial and misleading representations of material facts that were not known to Plaintiffs and all
3 others similarly situated.

4 43. In spite of its knowledge, HP continued to sell its HP Notebook Computers
5 Further, HP continued shipping the computers, failed to recall units already in the field, failed to
6 notify customers who already may have purchased one of the HP Notebook Computers, failed to
7 notify retailers or consumers, and failed to offer any effective repair for the defect even after the
8 wireless LAN in HP Notebook Computers experienced epidemic failure.

9 44. Had Plaintiffs been made aware of the defect prior to purchase, they would not
10 have purchased their HP Notebook Computers.

11 45. Additionally, the defect prevents Plaintiffs, and other Class member from using
12 their HP Notebook Computers for their intended purposes.

13 46. In order to wirelessly access the internet, Plaintiff Perron and other class members
14 have been required to purchase external wireless LAN devices that plug into the HP Notebook
15 Computers.

16 47. Plaintiffs are informed and believes that HP was aware of the design defect before
17 Plaintiffs purchased their HP Notebook Computer.

18 48. On or about October 22, 2007, posted an entry on HP Total Care website:
19 Hi, it's Anna from HP Total Care,

20 I'm sorry some of you are having trouble with your wireless WLAN not detecting
21 your wireless network and not displaying in your device manager. The issue
22 appears to affecting AMD based DV 6000, V6000, and DV 9000 notebooks
23 running Microsoft Windows Vista. We've got a BIOS update and some
instructions on getting this resolved. If the BIOS update does not resolve the
issue, please contact HP support and we will facilitate a repair.

24 49. The BIOS update was not effective and class members were without recourse as
25 the eighty-four (84) pages of customer complaints attest to on an HP forum website (as of
26 November 12, 2007). See

27 <http://forums1.itrc.hp.com/service/forums/bizsupport/questionanswer.do?threadID=11364>.

28

1 50. Nor is the issue limited to HP Notebook Computers running Microsoft Windows
 2 Vista. The customer complaints identify manifestations of the defect that occur on HP Notebook
 3 Computers running Microsoft Windows XP and XP Professional. The customer complaints
 4 describe situations where the defect manifested itself before the release of Microsoft Windows
 5 Vista.

6 51. On or about November 3, 2007, HP posted another entry on HP's Total Care
 7 Website.

8 The reason for the BIOS fix is that the internal WLAN card may not work
 9 because the signal amplitude on the internal bus to the chipset is too low. As a
 10 result, the wireless card and the motherboard cannot communicate. By
 11 downloading Softpaq 36551, it is possible to boost the amplitude of the signals on
 12 this bus and thereby solve some WLAN issues. Here is the link:
<ftp://ftp.compaq.com/pub/softpaq/sp36501-37000/sp36551.exe>.

13 If the issue does not stem from low amplitude, it could also be an issue between
 14 the system board and the wireless card as some have pointed out on this board.
 15 That said, it is unlikely that replacing the wireless card will solve the issue, so
 16 please do not do this. Historically it is more likely that a system board issue
 17 would cause this type of problem, than an issue with the wireless card. So, if
 18 Softpaq 36551 doesn't help, the next step is to call 800-HP-Invent for additional
 19 help.

20 As mentioned earlier HP is working around the clock on this issue. Engineers are
 21 reading the posts and have actually printed them out to bring them into meetings
 22 to discuss them. So, please keep posting your feedback with as much detail as
 23 possible.

24 52. Examples of class members' problems as reflected in the customer complaints are
 25 as follows:

26 a. Rai Lynn Nov 5, 2007:
 27 well I just got the new wireless card delivered and as expected it din't [sic] solve
 28 the problem. The link for the BIOS is corrupted (well at least that how it appears
 29 to me after I have finished downloading it). I guess whats left now is back up my
 30 data (AGAIN!) And send it back. Just in case:

31 Pavilion dv9205us
 32 AMD turion 64x2
 33 Nvidia Geforce Go 6150

34 b. Gary Swain Nov 6, 2007:
 35 I have a V3015NR with the AMD. My wireless is gone as well. I just got off the
 36 phone with tech Support and was told that since my warranty expired 3 weeks
 37 ago, I am on my own. They wanted to sign me up for phone support for \$99 a
 38 year, but that would not cover fixing the WLAN problem that so many are
 39 experiencing. Has anyone else encountered this problem? If so, what has been

1 said or done? This is an obvious problem that HP recognizes and should address
 2 regardless to length of warranty coverage. Could this be a recall issue? I have
 3 tried everything from flashing the BOIS to reloading the drivers for the broadcom.
 4 I did manage to get the WIFI back up after removing the chipset and re-booting. I
 5 then put the chipset back in and re-booted in SAFE Mode. At the time, the chipset
 6 was found and installed. I then rebooted in normal mode and it worked until it
 7 went to sleep at which point, the WLAN disappeared from the system. Like all
 8 others, nothing in the device manager even though under system info, it's listed.
 9 This is my travel laptop and is used everyday for work. It needs to be fixed
 10 regardless of warranty.

11 c. Clair Jordan Nov 8, 2007:

12 Hi everyone,

13 Add me in to you [sic] list. I have a Pavillion dv6000 [sic]. Got it in Feb. My
 14 wireless went down in September. First HP said they would send me a new card.
 15 Then they said that I would have to send it in. Did that and got it back within a
 16 week and it worked great for about a month. Then I started having a problem with
 17 what I thought was my graphics/video card. After a week of trying to install new
 18 drivers and trying to unsuccessfully back up my laptop it will now not boot up at
 19 all. Tried draining out all the power, removing battery etc. no luck. So now it is on
 20 its way back to HP.

21 Get this, I asked them if I could buy an extended warranty and they said they
 22 would not well me one cause my laptop had broken twice!!! I am so mad.
 23 Hope we can escalate this further

24 d. Thomas C. Perconti Nov 9, 2007:

25 Dv9000ct owner (purchased in Jan 07) here experiencing the same problem since
 26 June/July 07 timeframe [sic]. The wifi adapter occasionally wakes up when
 27 coming out of suspend but that is pretty infrequent. I ended up purchasing a
 28 LinkSys USB wifi adapter (my expressCard slot is taken up by the HP TV Tuner
 card).

I heavily rely on my notebook and cannot afford to be without it for weeks while
 the system is sent out for repair, or HP were to send an identical replacement
 system and allow us to swap the drives, that would go a long way in minimizing
 the inconvenience.

I am not pleased with the manner in which HP had been dragging their feet on this
 issue when it is painfully obvious that it is a pretty widespread problem.
 I DIDN'T expect it from HP. I guess that I'm just an old IT warhorse that still
 remembers the world-class products, service and support that the HP name
 implied.

29 ...hangining [sic] in there keeping hope alive...

30 e. TL Fin Nov 9, 2007:

31 HP dv6105us. Purchased mid October 2006. Wireless stopped working on the
 32 beginning of August 2007.

33 Since the 2nd of August, I've spent hours on the phone with support, with about 6
 34 people. Ran all the 'fixes' with the first support person, no fix. Have gotten
 35 contradictory information from each person since.

1 I purchased a 2wire box in order to use this HP laptop. My old computer does not
 2 work with this system, so I have no back up....anyway:
 3 Gave up & decided to send the compter [sic] back to HP. As of the 1st of this
 4 month, November, I have been expecting a shipping box, but it has not arrived.
 5 Now it is having difficulty starting, takes up to 20 minutes to get it going & my
 warranty is up. Is HP stalling on purpose?
 6 Really, at this point, I'd like my money back! Or send me a new computer and I'll
 7 send this lemon back, ok, Jim? Please!

8 53. HP has failed to offer Plaintiffs and class members an adequate fix of the wireless
 9 capability problem. After Nathan Nygren, a plaintiff in a related case, repeatedly complained to
 10 HP and filed his class action, HP extended its one-year limited warranty for an additional year to
 11 address "certain issues with the HP dv6000, dv9000 and Compaq v6000." On or about
 12 November 15, 2007, HP posted on its website, HP.com, a program with an extension of its
 13 limited warranty for some but not all HP Notebook Computers. The announcement included
 14 wireless failures among a list of other failure symptoms for which HP agreed to extend its limited
 15 warranty from a period of one year to two years from purchase. HP's warranty extension
 16 program does not address manifestations of the defect that occur more than two years after
 17 purchase of the notebook computer, with the exception of parts replaced as part of any warranty
 18 repair, for which HP provided a 90-day limited warranty from the time of replacement. The
 19 limited warranty extension is neither an appropriate nor adequate remedy for HP's defective
 20 notebook computers. Accordingly, Plaintiffs are informed and believe that HP still has not
 21 provided an adequate and sufficient fix of the wireless and heat cycling design failures for those
 22 customers who return their Notebook Computers under the warranty extension. Among other
 23 things, the wireless capability still does not work reliably and the battery's life is dramatically
 24 shortened by a still defective heat cycling design.

25 54. Here are some additional illustrative Internet postings by class members who
 26 continue to experience wireless problems:

27 a. JohnFrench
 28 Nov 2, 2008 05:04:41 GMT Unassigned
 Check this: <http://tinyurl.com/2jxruy> <HP Limited Warranty Service
 Enhancement> for a list of many symptoms caused by motherboard failure, and
 laptops affected -- my fury is that altho my model number (dv9000) is covered,
 only certain pruduct numbers under dv9000 are included, and mine is not one of
 them! The problem is the motherboard, and the symptoms include loss of bootup,

1 VERY slow bootup, WiFi stops working, etc. Send me an email at john (at)
 2 johnfrench.org if you have the symptoms but are not covered by their extension
 3 plan. If we join together we can stop their refusal to fix their machines. I spent
 4 hours with their call center and all they kept saying (politely, of course) is that my
 5 product number is not covered. The repair with shipping is well over \$500 and it is
 6 because of their crappy motherboards!

5 **b. Wayne Sallee**

6 Jun 13, 2008 13:21:15 GMT Unassigned
 7 I sent my laptop in on 2008-04-23

8 It is now 2008-06-13 already having wireless problems. It's not disappearing from
 9 the device manager yet, but it sometimes will be turned off when I turn the
 10 computer on, and I have to click on the icon and turn it back on.

11 The bios version is 3.E. I've got all of the other bios versions on my computer but
 12 don't have that one. I can't find the download for it on HP. Anybody remember
 13 where that version can be downloaded?

14 Wayne Sallee

15 **c. Joe Redding**

16 Jun 30, 2008 22:42:57 GMT Unassigned
 17 I'm on my third major repair for this garbage laptop.
 18 This time the service center lied about the repair they did.
 19 The listed repairs were replaced:

20 system board
 21 battery
 22 heatsink fan
 23 hard drive

24 When I turned the laptop on I got literally the same thing I sent it out with.

25 All of my settings are still there.

26 If they really replaced the motherboard why am I looking at the exact same desktop
 27 wallpaper I sent the laptop out with?

28 So basically they deliberately lied.

29 This is strike four already. At what point does this company hold themselves accountable
 30 for their horrible product? The hard drive they replaced was the secondary hard drive that
 31 didn't even have any issues.

32 They put a BLATANTLY used battery in this thing that isn't lasting anywhere near as long
 33 as a replaced battery should. Its literally faded to the point of being grey instead of black
 34 like it's supposed to be.

35 Not to mention the other problem it went in for, ac adapter failure, hasn't even been fixed.
 36 \$1500 + paperweight.

37 **d. Ruslan Galiev**

38 Aug 14, 2008 19:01:50 GMT Unassigned

39 This is my second post sense feb 26 08, i sent my hp dv6646us to hp with the wifi
 40 problem. It came back in 3 days, they changed the mother boadr and thermal pad,
 41 ok. Wifi worked 3 days then stoped working again, same exact way and the hard
 42 drive failed. Sent it to hp 8 days later i just got it, replaced the mother board, hdd,
 43 lan card and thermal pad. It works for now but i left it on connected to the internet

1 it went to sleep or the hibernate, came back 20 min later wifi is gone, the windows
 2 is popping up every 5-10 seconds and switches wireless on and off. Restart it so it
 3 works at the moment, ill give 3-5 days before it will break again. Will post the
 4 updates later.

5 e. **Sheikh Hamid**

6 Aug 17, 2008 00:26:39 GMT Unassigned

7 My V6133 is going in for repairs next week. Having a quick look at the earlier
 8 post it seems the new motherboard sometimes does not fix the problem. Is it
 9 possible to get a refund if it reoccurs?

10 f. **Wayne Sallee**

11 Aug 18, 2008 01:03:45 GMT Unassigned

12 @ sheikh hamid

13 You say that some of the replacement motherboards have not worked, but actually,
 14 nobody has had a replacement board last any length of time.

15 As for your 3rd situation, HP has a policy that after 3 strikes of the same problem you
 16 get a new computer. So tell that this is the third time of the same problem and that you
 17 want a new laptop with Intel instead of AMD.

18 Wayne Sallee

19 g. **Hpmcs**

20 Aug 26, 2008 06:52:51 GMT Unassigned

21 Add me to the list. Started out with no wifi. Sent it in to HP for repairs and within two
 22 weeks it was having problems again. Now it won't charge the battery and won't run on ac
 23 power without the battery in and charged. I can get the battery to slowly charge by
 24 leaving it plugged in and turned off, it will then run for short periods of time but quickly
 25 drains what little battery power there is.

26 h. **Gary Swain**

27 Sep 30, 2008 01:13:28 GMT Unassigned

28 My machine is sitting in Houston with a return date of Oct 25th. I sent the
 29 machine back for its SECOND motherboard on September 18th. I was on hold
 30 for 1 HOUR and 37 MINUTES without anyone answering tonight to inquire as to
 31 why HP has to have my computer for 6 WEEKS! I use my machine for work and
 32 I am now forced to buy a new machine so I can work!

33 i. **Julie Gwynn**

34 Oct 14, 2008 14:08:19 GMT Unassigned

35 I too have a HP laptop bought in January 2007 on which the wireless has failed. I have
 36 been in correspondence with HP and find it totally unacceptable that they are unable to
 37 help the many people who are experiencing these problems (my serial number is not listed
 38 as being eligible for free repair).

39 I think that there is a lot of evidence to show that this is a widespread problem and HP
 40 should be making more effort to repair [sic] the problem on ALL affected computers.

41 j. **Jim C. Says:**

42 January 12th, 2010 at 4:12 pm

1 Like so many of you, have a DV 6000 series with problems.
 2 Purchased new in Dec 2008 for a Christmas present for my daughter to take to college.
 3 Motherboard fried 01/12/2009 3 hrs of troubleshooting with tech over the phone. Box sent
 for repair.
 4 Memory card bad when received back. 02/11/2009 shipped back to HP again.
 5 Daughter went to start computer this am 01/12/2010, exactly 1 yr to the day when the last
 trouble ticket was generated (so less than 1 yr after repaired) and had the same "no LED,
 6 no boot" bad motherboard problem.
 7 HP "Your warantee expired 12/25/2009. Send it in with \$259 if you want it repaired."
 8 Tried the verbiage suggested above. She had a canned answer prepared. "The extended
 warantee for the bad motherboards expired in Aug 2009. We no longer cover it."
 So, contacted the yahoo address above. Haven't decided if small claims court is the way
 to go or the class action lawsuit, which probably will return pennies on the dollar if any.

9 k. *Marlene Says:*

10 January 11th, 2010 at 5:46 pm

11 Just hung up with HP. I have the wireless issue with the motherboard. HP will not help
 12 since the extension they provided was up to 10/09. I have had no communication from
 them about this problem. Now, I suggest that anyone having this problem post on
 13 facebook, Linkden, the Better Business Bureau and join the class action suit. This is a
 known issue, acknowledged by HP and they choose to scam the consumer. I rather take
 the \$259 to replace the motherboard as they suggest and put it towards a new notebook.

14 l. *Rob Bailey Says:*

15 January 9th, 2010 at 1:10 pm

16 I have a dv6000 (dv6119us), purchased 12/7/06, and always thought that my wireless
 17 connection would turn off, and then on because my internet connection was glitchy. Well,
 as of last night, I only get an amber light (not blue), and found this website after doing
 some research.

18 I called HP, and insisted (per Chart_boy), that HP should fix this for free because HP has
 19 known about this problem all along, and should have recalled the computers to begin
 with. The best offer give was \$259 to repair instead of the usual \$398. I said I was a loyal
 20 HP customer with 3 HP computers and 2 HP printers, and he said he would escalate the
 issue. After waiting on hold for 5 minutes, I final got a case number, and I'm supposed to
 get a call back tomorrow. I will let you all know how it goes.

21 In case I cannot get a free fix, is it worth getting a wireless adaptor, or a wireless
 network card, or can I expect the motherboard to go shortly?

22 Also, what will come out of the class action lawsuit, and who is eligible to join
 (purchased 37 months ago)?

24 55. Shortly after it began selling the HP Notebook Computers at issue here, Defendant
 25 became aware that the computer's wireless capability was failing at an abnormally high rate.
 26 Defendant conducted a root cause analysis into the failure's cause and determined that the
 27 NVIDIA C 51 chips incorporated into the units were responsible for the wireless failures. HP's
 investigation identified 24 models that are prone to experience the defect.

ACTIVE CONCEALMENT

56. Defendant actively concealed a material fact from Plaintiffs -- the wireless product defect. Plaintiffs would not have purchased the defective products had they known about the defect. The defect caused wireless LAN failures throughout the life of the computers, which including within the warranty period. Instead of recalling the defective Notebook Computers, HP provided consumers inadequate remedies and other purported "fixes" which hide, delay, and in some instances exacerbate the problems caused by the defect. One purported "solution" consisted of a BIOS update, which would force the computer's fan to run more frequently (or continuously) in an effort to control the excessive heat caused by the defect. The BIOS updates cause the computer's fan to run continuously. Consumers therefore experience a decrease in notebook battery life, increase in system noise, and decrease in computer life. HP offered the BIOS "fix" in an attempt to postpone complete system failure of the Notebook Computers until after the applicable warranty expired. Despite knowing about the defect, Defendant failed to disclose it to consumers and in fact actively concealed it from consumers.

VI. FIRST CAUSE OF ACTION
(Violations of Business & Professions Code § 17200 *et seq.*)
(Unfair Business Practices)

57. Plaintiffs incorporate and reallege all of the foregoing paragraphs.

58. Defendant has engaged in unfair competition within the meaning of California Business & Professions Code § 17200 *et seq.* because Defendant's conduct alleged above is unfair.

59. Defendant's conduct constitutes an unfair business practice because Defendant is marketing and selling its Notebook Computers in a manner likely to deceive the public, and Plaintiff relied on Defendant's omissions and was deceived and has suffered actual harm as a result.

60. Defendant's business practices are unfair because they offend established public policy and are immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers in that consumers are led to believe that HP notebook computers can be reliably used

for wireless service when they cannot. In addition, when Plaintiff and class members report problems with their wireless service HP fails to provide an adequate fix. That is, HP fails to provide consumers with a reliable computer without the design defects that impair the wireless functions and other related aspects of the computers including the battery.

5 61. Plaintiffs have suffered a loss of money and property as a result of the wrongful
6 conduct here alleged. Defendant's unfair business practices have caused injury to Plaintiff, the
7 Class, and the public.

8 62. Plaintiffs and the Class are entitled to relief, including full restitution of all
9 revenues obtained by Defendant from Plaintiff and the Class as a result of such business acts or
10 practices, and an injunction that Defendant cease and desist from engaging in the unfair practices
11 alleged above.

**VII. SECOND CAUSE OF ACTION
(Breach of Express Warranty)
(for Warranty Subclass)**

63. Plaintiffs incorporate and realleges all of the foregoing paragraphs.

15 64. HP provided a Limited Warranty with its Notebook Computers. The Limited
16 Warranty provides: "HP warrants that the HP hardware product and all the internal components
17 of the product that you have purchased or leased from HP are free from defects in materials and
18 workmanship under normal use during the Limited Warranty Period."

19 65. Plaintiff has performed all conditions, covenants and promises required to be
20 performed on his part in accordance with the warranty.

66. As consumers, Plaintiff and the Class are relieved of any notice requirement, and
HP, who has superior knowledge of its technology, should be estopped from asserting lack of
notice as a defense. Plaintiff also provided sufficient notice to HP pursuant to the California
Consumers Legal Remedies Act as alleged in paragraph ___ below and that notice should suffice
under the law of warranty as well. In addition, Plaintiff Nathan Nygren gave HP sufficient notice
pursuant to the CLRA.

67. At all relevant times, HP knew of the problems with the wireless capabilities of the HP Notebook Computers. Therefore, notification to HP would serve no purpose, and for this reason, HP should be estopped from asserting lack of notice as a defense.

68. Defendant has breached the Limited Warranty by failing to provide an adequate fix when the wireless capabilities of Plaintiffs' and class members' HP Notebook Computers prematurely failed.

69. Defendant has breached the warranty by undertaking the wrongful acts alleged above.

70. Plaintiffs have relied on Defendant's express warranty. Defendant's breach of the warranty was a substantial factor in causing Plaintiff and the Class to suffer damage.

**VIII. THIRD CAUSE OF ACTION
(Violation of California Civil Code § 1750 *et seq.*)
(for Consumer Subclass)**

71. Plaintiffs incorporates and realleges all of the foregoing paragraphs.

72. The California Consumers Legal Remedies Act, California Civil Code Section 1750 *et seq.* (“CLRA”) was designed and enacted to protect consumers from unfair and deceptive business practices.

73. Defendant's conduct as it was intended to result and did result in the sale or lease of goods or services for personal, family or household use.

74. At all relevant times, Plaintiff Perron and members of the Consumer Subclass were “consumers” as that term is defined in Civil Code Section 1761(d).

75. The transactions from which this action arises include transactions involving the sale or lease of goods or services for personal, family or household purposes within the meaning of Civil Code Section 1761.

76. In violation of Civil Code section 1770(a)(5), Defendant represented that the HP Notebook Computers had characteristics that they did not have. In violation of section 1770(a)(7) Defendant represented that its goods were of a particular quality when they were of another.

77. Plaintiff Perron relied on Defendant's omission to disclose the wireless defect. HP's active concealment of the problem with the wireless capabilities of HP Notebook Computers created a duty to disclose that the computers have a design defect that affects the wireless capability and that HP had no adequate fix for this important design defect. Defendant's active concealment that the HP Notebook Computers had defective wireless capabilities constitute unfair and/or deceptive business practices in violation of Civil Code Section 1770(a)(5) and (7).

78. Defendant's violations of Civil Code Section 1770 present a continuing threat to members of the public in that Defendant is continuing to engage in the practices alleged above.

79. Plaintiff Perron has provided Defendant with notice of its alleged violations of the CLRA pursuant to Civil Code section 1782(a). HP failed to provide appropriate relief for its violation of the CLRA within 30 days of the date of the notification letter. Plaintiff seeks actual, statutory and punitive damages, in addition to equitable and injunctive relief.

IX. FIFTH CAUSE OF ACTION

(Violation of Business & Professions Code § 17200)

(Unlawful Business Practice)

80. Plaintiff incorporates and realleges all of the foregoing paragraphs.

81. Defendant has engaged in an unlawful business practice within the meaning of California Business & Professions Code § 17200 *et seq.* because Defendant's conduct violates the California Consumers Legal Remedies Act.

82. Plaintiffs, who relied on the failure to disclose the wireless defect, have suffered actual harm as a result.

83. Plaintiffs have suffered a loss of money and property as a result of the wrongful conduct here alleged. Defendant's unlawful business practices have caused injury to Plaintiffs, the Class, and the public.

84. Plaintiffs and the Class are entitled to relief, including full restitution of all revenues obtained by Defendant from Plaintiffs and the Class as a result of such business acts or

practices, and an injunction that Defendant cease and desist from engaging in the unlawful practices alleged above.

**X. FIFTH CAUSE OF ACTION
(Violation of Business & Professions Code § 17200)
(Fraudulent Conduct)**

85. Plaintiffs incorporate and realleges all of the foregoing paragraphs.
86. Defendant has engaged in fraudulent conduct within the meaning of California Business & Professions Code § 17200 *et seq.*
87. Defendant's wrongful business acts constituted, and constitute, a continuing course of fraudulent conduct because Defendant is selling its products and marketing them in a manner that is likely to deceive the public, and Plaintiffs relied on Defendant's omission and have suffered actual harm as a result.
88. Plaintiffs are informed and believe that Defendant knew that its omission regarding the HP Notebook Computers wireless capabilities was material.
89. Plaintiffs relied on Defendant's omission and suffered a loss of money and property as a result of Defendant's fraudulent conduct. Defendant's fraudulent practices have caused injury to Plaintiffs, the Class, and the public.
90. Plaintiffs and the Class are entitled to relief, including full restitution of all revenues obtained by Defendant from Plaintiffs and the Class as a result of such fraudulent practices, and an injunction that Defendant cease and desist from engaging in the practices here described.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below:

XI. PRAYER FOR RELIEF

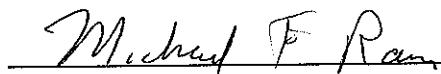
1. Certification of the proposed Class and Subclasses;
 2. Restitution;
 3. An injunction that Defendant cease and desist from engaging in the unfair, unlawful, and/or fraudulent practices alleged in the Complaint;
 4. Compensatory damages ;

- 1 5. Statutory damages;
- 2 6. Prejudgment interest;
- 3 7. Costs and expenses;
- 4 8. Reasonable attorneys fees; and
- 5 9. All such other and further relief as the Court deems just and proper.

6 Dated: February 18 2010

7 RAM & OLSON

8 By:

9 
Michael F. Ram
mram@ramolson.com
10 555 Montgomery Street, Suite 820
11 San Francisco, CA 94111
12 Telephone: (415) 433-4949
Facsimile: (415) 433-7311

13 EDELSON & ASSOCIATES, LLC
14 Marc H. Edelson
medelson@edelson-law.com
15 45 W. Court Street
16 Doylestown, PA 18901
17 Telephone: (215) 230-8043
Facsimile: (215) 230-8735

18 SPECTOR, ROSEMAN KODROFF
19 & WILLIS, P.C.
20 Jeffrey L. Kodroff (*Pro Hac Vice*)
jkodroff@srgw-law.com
21 John A. Macoretta
JMacoretta@srgw-law.com
1818 Market Street, Suite 2500
22 Philadelphia, PA 19103
23 Telephone: (215) 496-0300
Facsimile: (215) 496-6611

24 *Counsel for Plaintiff and the Class*

25 ///

26 ///

27 ///

28 ///

1
2 **XII. JURY DEMAND**
3

4 Plaintiff on behalf of themselves and all others similarly situated hereby request a jury
5 trial on the claims so triable.
6

7 Dated: February 18, 2010
8

9 RAM & OLSON
10

11 By:

12 
13 Michael F. Ram
14 555 Montgomery Street, Suite 820
15 San Francisco, CA 94111
16 Telephone: (415) 433-4949
17 Facsimile: (415) 433-7311
18

19 EDELSON & ASSOCIATES, LLC
20 Marc H. Edelson
21 medelson@edelson-law.com
22 45 W. Court Street
23 Doylestown, PA 18901
24 Telephone: (215) 230-8043
25 Facsimile: (215) 230-8735
26

27 SPECTOR, ROSEMAN KODROFF
28 & WILLIS, P.C.
29 Jeffrey L. Kodroff (*Pro Hac Vice*)
30 jkodroff@srgw-law.com
31 John A. Macorella
32 JMacorella@srgw-law.com
33 1818 Market Street, Suite 2500
34 Philadelphia, PA 19103
35 Telephone: (215) 496-0300
36 Facsimile: (215) 496-6611
37

38 *Counsel for Plaintiff and the Class*
39

40
41 N:\Docs\1113-01\PERRON-HATFIELD CASE\Complaint-Perron-Hatfield 2-16.doc
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100